

1 Hon. James L. Robart  
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8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE  
10 MON, L.L.C.,  
11 Plaintiff,  
12 v.  
13 M/V BLUE GOOSE, HIN CCBMH053097374,  
her engines, tackle, furniture, equipment,  
14 appurtenances, gear, etc., *in rem*, and PATRICK  
FIKE, *in personam*,  
15  
16 Defendants.  
17

IN ADMIRALTY AND AT LAW

NO. 2:19-CV-00483-JLR

AMENDED VERIFIED COMPLAINT

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19 COMES NOW Plaintiff, Mon, L.L.C. and by way of Complaint against Defendants, alleges as  
20 follows:  
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22 1. This is an action within the admiralty and maritime jurisdiction of this Court pursuant  
to 28 U.S.C. § 1333 and 46 U.S.C. § 31342, *et seq.*, and is an admiralty and maritime claim within  
23 the meaning of Fed. R. Civ. P.9(h).  
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1       2. Mon, L.L.C. is a limited liability company organized under the laws of the State of  
2 Washington. All fees and taxes due and owing have been paid.

3       3. Mon, L.L.C. is in the business of providing moorage services to vessels at its private  
4 moorage facility on Lake Union, Seattle, Washington.

5       4. Upon information and belief Defendant Patrick Fike is the owner of the *in rem*  
6 Defendant motor vessel BLUE GOOSE (the "Vessel").

7       5. The Vessel is described as a 1974 Chris Craft motor vessel of 38' in length and is  
8 registered in the state of Washington. The Vessel's HIN # is CCBMII053097374.

9       6. The Vessel is now located in King County, Washington and is within the jurisdiction  
10 of this Court.

11       7. On or about August 23, 2013, Defendant Fike, as lessee entered into a Moorage  
12 Agreement with Plaintiff as lessor for moorage of the Vessel at Plaintiff's marina on Lake Union,  
13 Washington. The Moorage Agreement is attached hereto as Exhibit 1.

14       8. The vessel is now and since August 23, 2013, has been moored at Plaintiff's marina on  
15 Lake Union. Pursuant to the Moorage Agreement, the lease was to terminate on February 28, 2014,  
16 however, Fike did not vacate his marina berth or surrender his marina entrance key and remained at  
17 the marina as a holdover. (Moorage Agreement at 12.21). Thereafter, Plaintiff continued to provide  
18 marina services and utilities to the Vessel and Fike made partial payments until September 1, 2018,  
19 when all payments stopped. The Vessel remains at the marina and despite demand, no further  
20 payments have been made. The outstanding balance of unpaid rent, utilities and late charges through  
21 March 2019 is \$8,935.57. Moorage continues to accrue at the rate of \$690.00 per month plus utilities  
22 and late fees.

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Breach of Contract by FIKE

1           9. Plaintiff repeats and reiterates paragraphs 1 through 8 as though fully recited herein.  
2  
3           10. Defendant as a holdover has a duty to pay Mon, L.L.C. for moorage and utilities.  
4  
Despite demand Fike has only made partial payment.

5           11. Based on the foregoing, Defendant Fike is in breach of contract.  
6  
7           12. As a result of the breach of contract, Defendant is indebted to Mon, L.L.C. in the  
amount of Eight Thousand Nine Hundred Thirty Five and 57/100 dollars (\$8,935.57).

Maritime Lien

9           13. Plaintiff repeats and reiterates paragraphs 1 through 12 as though fully recited herein.  
10  
11          14. On the authority of Fike, Plaintiff provided moorage services and utilities to the  
Defendant Vessel for which it has not been paid. The services provided by Plaintiff to the Vessel are  
13          necessaries within the meaning of 46 USC 31342 et. seq. and Mon, L.L.C. has a maritime lien against  
14          the Vessel in the amount of Eight Thousand Nine Hundred Thirty Five and 57/100 dollars  
15          (\$8,935.57). All steps necessary to maintain this action have been taken and Plaintiff's claim has  
16          priority over all other liens, claims or encumbrances against the vessel.

17          Wherefore, Mon, L.L.C. prays as follows:

18          1. That it be awarded judgment *in rem* against the Vessel and all of her engines, tackle,  
furniture, equipment, appurtenances and all things necessary thereunto in the amount of \$8,935.57 or  
such different amount as may be proven during these proceedings.

20          2. That the services provided by Mon, L.L.C. to the Vessel for which it has not been paid  
be declared a valid maritime lien, superior to all other liens, claims, and encumbrances against the  
25          Vessel.

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1       3. That the Vessel be foreclosed, condemned and sold at a U.S. Marshal's sale in order to  
2 satisfy the debt to Mon, L.L.C..

3       4. That Mon, L.L.C. be allowed to bid in the amount of its lien in lieu of cash at the time  
4 of the Marshal's sale.

5       5. That Mon, L.L.C. be granted judgment against Defendant Patrick Fike, *in personam*  
6 for breach of contract in the amount of \$8,935.57 or such different amount as may be proven during  
7 these proceedings, plus reasonable attorney's fees and costs as may be warranted.

9       6. That this Court award Plaintiff whatever additional remedies are just and proper in the  
10 premises.

12      RESPECTFULLY SUBMITTED this 9 day of APRIL, 2019.

15      LAW OFFICES OF ROBERT A. GREEN, INC., P.S.

16        
17      ROBERT A. GREEN, WSBA #12659  
18      PO. Box 40179  
19      Bellevue, WA 98015  
20      Telephone: 206-713-7930  
21      E-mail: [robert@rgreenlaw.com](mailto:robert@rgreenlaw.com)  
22      Attorney for the Plaintiff

22      VERIFICATION

23      STATE OF WASHINGTON )

24      ) )

25      COUNTY OF KING )

26      I, Martin O. Nelson, Jr. being first duly sworn upon oath, depose and say:

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1. That I am Member/Manager/Governor and Registered Agent of Mon, L.L.C., and am  
2 authorized to make this Verification of the foregoing Complaint on its behalf.

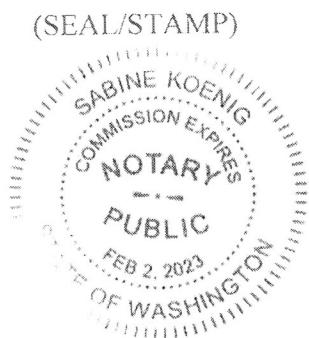
3. That I have read the foregoing Complaint, know the contents thereof and believe the  
4 same to be true and correct.

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*Martin O. Nelson Jr.*

Martin O. Nelson, Jr.

9 On this day, personally appeared before me Martin O. Nelson, Jr., to me known to be the  
10 person who executed the within and foregoing instrument and acknowledged to me that he signed the  
11 same as his free and voluntary act and deed for the uses and purposes therein mentioned.  
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15 SUBSCRIBED AND SWORN to before me this 9 day of April 2019.  
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*Sabine Koenig*  
Print Name: Sabine Koenig  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My commission expires: 2/2/2023

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